

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CAN'T STOP PRODUCTIONS, INC.,

Case No.: 7:17-cv-06513-CS

Plaintiffs,

-against-

SIXUVUS, LTD., ERIC ANZALONE,  
ALEXANDER BRILEY, FELIPE ROSE,  
JAMES F. NEWMAN, RAYMOND  
SIMPSON, and WILLIAM WHITEFIELD,

Defendants.

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**DECLARATION OF FELIPE ROSE IN SUPPORT OF MOTION FOR A TEMPORARY  
RESTRAINING ORDER AND A PRELIMINARY INJUNCTION**

Felipe Rose, pursuant to 28 U.S.C. § 1746, declares under the penalty of perjury, as follows:

1. I am the president of Sixuvus, Ltd. (“Sixuvus”), a defendant in the within action and I have knowledge of the facts herein based upon my own personal knowledge and the books and records of Sixuvus.
2. I submit this declaration in support of Sixuvus’ motion for a temporary restraining order and a preliminary injunction.
3. The facts stated herein are true and correct and of my own personal knowledge and the books and records of Sixuvus. If called and sworn as a witness, I could and would testify competently thereto under oath.
4. I have been performing as the Native American character of Village People since 1977.

5. In or around 1985, Village People went on a hiatus and ceased performing, making public appearances and recording music after Can't Stop informed those who were performing as Village People at the time, including myself, that Can't Stop was closing its New York City office and ending Village People.

6. Between 1985 and 1987, I was unaware of any indication or desire from Can't Stop that anyone would perform as Village People ever again. Between 1985 and 1987, I was unaware of any indication or desire from Can't Stop that Village People would ever resume performing. To the contrary based on what Can't Stop told us it was clear they did not ever intend to use Village People for live performances again.

7. Can't Stop did not try to reunite Village People in 1987. The reason Village People reunited was that my former groupmate, Randy Jones, assembled the original owners of Sixuvus to perform as Village People. I was originally hesitant to perform again, but eventually decided to do it.

8. While Randy Jones was pitching me on joining Sixuvus, he told me that Can't Stop no longer wanted to manage our live performances or booking our shows like they did in the past. What Randy conveyed was that as far as Can't Stop was concerned, the men who were forming Sixuvus were Village People, and that if we wanted to continue our careers, Can't Stop would be willing to permit us to do so as Village People.

9. Sixuvus was formed in 1987 to manage the affairs of the men who perform as Village People. No owner of Can't Stop has ever been an owner of Sixuvus. Victor Willis has never been associated with Sixuvus in any way.

10. In 1987, when Sixuvus was formed and began performing live, Victor Willis did not return as the lead singer of Village People. Instead, Raymond Simpson, who had been the lead

singer of Village People from 1979 until 1983, was hired to be our lead singer, and he continues to be our lead singer to this day.

11. Upon reuniting, Sixuvus reached an oral agreement with Can't Stop where, in exchange for being allowed to perform as Village People, Sixuvus would pay a five percent (5%) license fee on the gross amounts received by Sixuvus, net of agent's commissions, quarterly. There was no discussion of when the oral agreement would end except that based on Can't Stop's statements, we believed we would have the license for as long as Sixuvus wanted to perform.

12. Sixuvus has been performing live as Village People for thirty (30) years.

13. Part of the reason Sixuvus is so successful is because our shows are high energy with good music and we have a very talented group of performers. Sixuvus has always taken special care to ensure that it gives a top quality, professional, and most of all, entertaining performances. These have always been company priorities in order to maintain a reputation as a reliable entertainment act that concert venues could rely on and would welcome back to perform in the future.

14. It is our reputation and relationships that have made Sixuvus a success over the last thirty (30) years, and these relationships and our reliable quality performances are how we continue to be successful.

15. Our reputation for putting on great shows is also the reason we have such a loyal and amazing fan base. On average, Sixuvus performs live as Village People approximately fifty times per year.

16. Victor Willis and others acting on his behalf, including his wife Karen Willis, have been trying to disrupt Sixuvus' business and live performances as Village People for years. After several incidents, Sixuvus filed a lawsuit in the Superior Court of the State of California, for the

County of San Diego, alleging claims of intentional interference with contractual relationships, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, unfair business practices and injunctive relief.

17. Sixuvus in fact obtained a Preliminary Injunction in that action which ordered that “Victor Willis, as well as Victor Willis’ associates, agents, suppliers, servants, employees, officers, directors, representatives, successors, assigns and attorneys, and any other person(s) acting in concert or participation with Victor Willis, [were] restrained and enjoined from engaging, committing, or performing, directly or indirectly, any and all of the following acts: **Disrupting any live performance or public appearance of Sixuvus performing as the Village People.**”

18. When we settled that case, which Can’t Stop eventually became a party to, Victor Willis agreed to follow the Preliminary Injunction.

19. The whole point for Sixuvus to enter into the Settlement Agreement was to have an assurance that Victor Willis and others acting on his behalf or in concert or participation with him would never again directly or indirectly disrupt Sixuvus’ business of performing live as Village People. Now, and despite Can’t Stop’s awareness of the Settlement Agreement, that is what they are helping Victor Willis do—breach his obligations under the Settlement Agreement.

20. Can’t Stop’s attempt to terminate our license is preventing Sixuvus from performing as Village People, and if Can’t Stop is allowed to continue to help Victor Willis stop us from performing as Village People, it will have severe consequences for Sixuvus.

21. If allowed to stop Sixuvus from performing as Village People, Sixuvus will be unable to perform live, which will permanently destroy Sixuvus’ reputation with its fans that we have spent years building. This is especially true if Can’t Stop continues to do nothing to control the quality of live performances. Can’t Stop never implemented any type of quality control over

Sixuvus, and other than special projects that were outside of our license, or when we needed permissions for music rights, was never really involved in what Sixuvus did. If Can't Stop continues not to impose any quality controls and allows or leads our fans to believe that Victor Willis' Village People group is associated with the performers in Sixuvus, who have been performing as Village People for thirty (30) years, it may damage their opinion of our group forever.

22. If we are prevented from performing as Village People for the entire time this lawsuit is pending, it also will likely ruin our reputation with the various promoters, bookers and venues that we work with regularly and have worked with for years. It would be impossible to rebuild the business Sixuvus has built over the last 30 years if we could not perform live as Village People for a period of months or years.

23. Sixuvus wishes to conduct our business without harassment, interference and disruption caused by Victor Willis, and those acting in concert with him including Karen Willis (his wife), her companies and Plaintiff in this lawsuit, who has claimed to grant Harlem West Entertainment an exclusive license to use Village People marks and who is trying to stop Sixuvus from using Village People in connection with live performances.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 30, 2017, in November 30,, 2017.

  
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Felipe Rose